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Sooner Process and Investigation, Inc. and International Union of United Government Security Officers of America, Local 203. Case 16–CA–20883

May 7, 2001

DECISION AND ORDER

BY CHAIRMAN TRUESDALE AND MEMBERS LIEBMAN
AND HURTGEN

Upon a charge filed by the Union on January 23, 2001, the Acting General Counsel of the National Labor Relations Board issued a complaint on February 28, 2001, against Sooner Process and Investigation, Inc., the Respondent, alleging that it has violated Section 8(a)(1) and (5) of the National Labor Relations Act. Although properly served copies of the charge and complaint, the Respondent failed to file an answer.

On April 2, 2001, the Acting General Counsel filed a Motion for Default Summary Judgment with the Board. On April 3, 2001, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Default Summary Judgment

Sections 102.20 and 102.21 of the Board's Rules and Regulations provide that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively notes that unless an answer is filed within 14 days of service, all the allegations in the complaint will be considered admitted. Further, the undisputed allegations in the Motion for Default Summary Judgment disclose that the Region, by letter dated March 20, 2001, notified the Respondent that unless an answer were received by close of business Friday, March 23, 2001, a Motion for Default Summary Judgment would be filed.

In the absence of good cause being shown for the failure to file a timely answer, we grant the Acting General Counsel's Motion for Default Summary Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, an Oklahoma corporation, with an office and place of business in Tulsa, Oklahoma, has operated a security service in various states including Texas. During the 12-month period immediately preceding issuance of the complaint, the

Respondent, in conducting its business operations, performed services in excess of \$50,000 in states other than the State of Oklahoma. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, Larry Ferguson has held the position of President of the Respondent and has been a supervisor of the Respondent within the meaning of Section 2(11) of the Act and an agent of the Respondent within the meaning of Section 2(13) of the Act.

The following employees of the Respondent constitute an appropriate unit (the unit) for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time security officers, including leads and assistant leads, employed by the Respondent in Federal facilities in the Fort Worth, Texas, metropolitan area.

Excluded: All other employees, including office clerical employees, and supervisors as defined in the Act.

On May 31, 2000, the Union was certified as the exclusive collective-bargaining representative of the unit.

At all material times, the Union, by virtue of Section 9(a) of the Act has been, and is, the exclusive bargaining representative of the unit for the purposes of collective-bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

About January 9, 2001, the Union, by letter and facsimile, requested that the Respondent bargain collectively with it and provide it with the following information:

1. All 1396 (time sheets) for the Fort Worth contract from September 1, 2000 until the present.
2. All payroll records for the Fort Worth contract from September 1, 2000 until the present.
3. All vacation pay requests for the Fort Worth contract for vacations from September 1, 2000 until the present.
4. All sick and personal time requests for the Fort Worth contract from September 1, 2000 until the present.
5. Any other request for pay including, but not limited to, bereavement, parking, backpay, correction, uniform allowance, and mileage expense for the Fort Worth contract from September 1, 2000 until the present.

The information requested by the Union is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit employees.

Since about January 9, 2001, the Respondent has failed and refused to furnish the Union with the information requested and has failed and refused to recognize and bargain with it as the exclusive collective-bargaining representative of the unit.

CONCLUSION OF LAW

By the acts and conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5) and (1), we shall order it to furnish the Union with the information it requested on January 9, 2001.

ORDER

The National Labor Relations Board orders that the Respondent, Sooner Process and Investigation, Inc., Tulsa, Oklahoma, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain collectively and in good faith with the International Union of United Government Security Officers of America, Local 203, by failing to furnish the Union with information that is relevant and necessary to its role as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

Included: All full-time and regular part-time security officers, including leads and assistant leads, employed by the Respondent in Federal facilities in the Fort Worth, Texas, metropolitan area.

Excluded: All other employees, including office clerical employees, and supervisors as defined in the Act.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Recognize and bargain with the Union in good faith as the exclusive collective-bargaining representative of its employees in the unit.

(b) Furnish the Union with the information it requested on January 9, 2001.

(c) Within 14 days after service by the Region, post at its facility in Fort Worth, Texas, copies of the attached

notice marked "Appendix".¹ Copies of the notice, on forms provided by the Regional Director for Region 16, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since January 9, 2001.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. May 7, 2001

John C. Truesdale, Chairman

Wilma B. Liebman, Member

Peter J. Hurtgen, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE

NATIONAL LABOR RELATIONS BOARD

An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail and refuse to recognize and bargain collectively and good faith with the International Union of United Government Security Officers of America, Local 203, by failing and refusing to furnish the Union with information that is relevant and necessary to its role as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

¹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

Included: All full-time and regular part-time security officers, including leads and assistant leads, employed by us in Federal facilities in the Fort Worth, Texas, metropolitan area.

Excluded: All other employees, including office clerical employees, and supervisors as defined in the Act.

WE WILL in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL recognize and bargain with the Union in good faith as the exclusive collective-bargaining representative of our employees in the unit.

WE WILL furnish the Union with the information it requested on January 9, 2001.

SOONER PROCESS AND INVESTIGATION, INC.